

PROJECT #319-6045661
PARCEL #143A/B & 743
ID # 1619500059

CONTRACT FOR SALE AND PURCHASE
FOR A SPECIAL WARRANTY DEED
AND A TEMPORARY CONSTRUCTION EASEMENT

THIS CONTRACT FOR SALE AND PURCHASE FOR A SPECIAL WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT ("Contract") is made and entered into this ____ day of _____, 2013, by and between **OSHKOSH CORPORATION (f/k/a Oshkosh Truck Corporation), a foreign corporation**, whose address is **1512 38th Avenue East, Bradenton, Florida 34208**, hereinafter referred to as "**Seller**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is **Post Office Box 1000, Bradenton, Florida 34206**, with a street address of **1112 Manatee Avenue West, Bradenton, Florida 34205**, hereinafter referred to as "**Purchaser**." Seller and Purchaser are sometimes collectively referred to herein as "Parties" and individually a "Party."

WITNESSETH:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. **DESCRIPTION OF REAL PROPERTY:**

The Seller shall sell and the Purchaser shall purchase, upon the following terms and conditions contained herein, certain real property situated, lying, and being in the County of Manatee, State of Florida, described in Exhibit "A" attached (hereinafter referred to as "Property"). The parcel sketches and legal descriptions of the Property are incorporated into this Contract and made a part hereof as Exhibit "A."

2. **CONSIDERATION; SPECIAL WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT:**

The full consideration for the transfer of the Property is described in Special Provisions paragraph 17. Seller shall deliver to Purchaser a good, sufficient, and properly recordable Special Warranty Deed, in substantially the form attached hereto as Exhibit "B." In addition, Seller and Purchaser shall execute a Temporary Construction Easement granting Purchaser a temporary construction easement over and upon the real property situated, lying, and being in the County of Manatee, State of Florida, described in Exhibit "C" attached (hereinafter referred to as "Easement Area"). The Temporary Construction Easement to be executed and recorded by the Parties shall be substantially the form attached hereto as Exhibit "D."

3. **EFFECTIVE DATE:**

For purposes of this Contract, the effective date shall be the date upon which this Contract is approved by the Manatee County Board of County Commissioners (the "Effective Date").

4. **CLOSING:**

This transaction shall be closed sixty (60) days from the Effective Date, subject to the curative periods provided in paragraphs 9, 10, and 11 below, as well as other conditions of this Contract. The date and time of Closing shall be mutually agreed upon between the Parties and shall occur at **SIGNATURE TITLE COMPANY, 1310 4th Avenue West, Bradenton, Florida 34205**, or at any other location agreeable to both Parties. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

A. **Documents for Closing:**

Seller shall deliver, in addition to the documents referred to in paragraph 6 below, the Special Warranty Deed and Temporary Construction Easement and such other documents as may reasonably be required pursuant to any state or federal law.

5. **COSTS:**

Documentary stamps and the cost of recording the Special Warranty Deed described in paragraph 2 above shall be paid by the Purchaser at the time of Closing.

If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller.

Seller and Purchaser each represent that they shall indemnify each other against any claims for commissions due any real estate broker in their employ in connection with this Property.

6. **LIENS:**

Seller shall furnish to Purchaser at the time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien, or potential lienors known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding the date of Closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens executed by general contractors,

subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work to the subject Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

7. REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller hereby covenants, represents, and warrants now and through the date of Closing that:

A. Seller is or will be the fee simple owner of the Property as of the date of Closing and has not conveyed, transferred, or further encumbered its interest in the Property, and at Closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions.

B. Seller has made no commitments (either oral or written) to any organization, governmental body, or other entity to dedicate any portion of the Property for public or private use, nor have any requirements for such dedication been imposed upon any portion of the Property.

C. Seller has not received written notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof.

D. Seller has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Property or any portion thereof, or relating to or arising out of the ownership of the Property or any portion thereof, in any court or before or by any governmental entity.

E. There are no leasehold interests in the Property, or if there are, that they shall be terminated prior to or at the time of Closing.

F. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, service, management, maintenance, or similar contracts, or modify, amend, or renew any such existing agreements or contracts which will extend beyond the Closing Date without the prior written consent of Purchaser.

G. Seller shall keep all existing insurance policies insuring the Property against property damage (if any) in full force and effect pending the Closing.

H. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Property.

I. Seller has no knowledge of any buried, partially buried, or aboveground tanks, storage vessels, drums, or containers located on, in, or under the Property.

J. Seller has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to, termite infestation, structural defects, archaeological sites, unstable soil conditions, or sinkholes.

K. The Property is not the homestead of Seller and that Seller will execute the necessary affidavit as required by the title insurance company to affirm this fact.

As used in this Paragraph 7, the phrase "to Seller's knowledge" and other terms of similar import shall mean and is limited to the actual knowledge of Gary Stalter, Director of Finance, Pierce Manufacturing, Inc., Florida Division, as a representative of Seller, without (i) personal liability to him, or (ii) he being required to conduct any independent inquiry, investigation or inspection, if he lacks actual knowledge.

8. **INSPECTION PERIOD:**

The time period commencing on the Effective Date and continuing for a period of thirty (30) days shall be referred to as the "Inspection Period." If at any time during the Inspection Period Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser's purpose for any reason, Purchaser may terminate this Contract by written notice given to Seller on or before the last day of the Inspection Period. Upon termination by Purchaser under this paragraph 8, this Contract shall be null and void, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination. Upon written notice to Seller prior to the end of the Inspection Period, the Inspection Period may be extended by Purchaser for up to sixty (60) additional days if necessary to complete Purchaser's inspections under paragraphs 9, 10, or 11 below.

9. **TITLE COMPANY AND TITLE INSURANCE:**

Purchaser, at its sole cost and expense, may cause to be delivered at closing an owner's title insurance policy on the Property for the full amount of the Purchase Price issued by a title insurance company and underwriter selected by Purchaser containing the following exceptions ("Permitted Exceptions"):

A. Restrictions and easements of record accepted or waived by Purchaser in accordance with this paragraph 9.

B. Taxes for the year of closing and subsequent years.

Any additional exceptions must be waived and acknowledged by Purchaser as specified in this paragraph 9.

During the Inspection Period, Purchaser shall purchase an owner's title insurance commitment (the "Commitment"). In the event that the Commitment indicates that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions, or encumbrances which are not acceptable to Purchaser (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and Seller shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of Purchaser (or the title insurance company) within one hundred twenty (120) days after receipt of notice. Upon Seller's failure to cure any such defects in title, or the election not to do so, within the time period set forth above, Purchaser shall have the option to either: (a) terminate this Contract and all rights and liabilities hereunder or (b) accept such title as Seller can convey and proceed with the Closing as if no defect had been found. Notice of Purchaser's election shall be provided to Seller within thirty (30) days from receipt by Purchaser of Seller's notice of curing (or election not to cure), or from the end of the one hundred twenty (120) day cure period, whichever occurs earlier. If Purchaser elects to close this transaction, then the Closing shall occur within fifteen (15) days from the date that said notice is given. If Purchaser elects to terminate this Contract, all rights and liabilities under this Contract shall terminate.

10. **SURVEY:**

During the Inspection Period, Purchaser may obtain a survey of the Property by a professional surveyor registered as such with the State of Florida. If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph 9 above.

11. **DEVELOPMENT ANALYSIS; ENVIRONMENTAL AND SUBSURFACE TESTING:**

During the Inspection Period, Purchaser and its agents shall have the right to enter the Property, upon reasonable notice to Seller, from time to time, and to perform a Phase I environmental assessment of the Property. Purchaser shall not have the right to conduct any sampling of the water, soil, air or building improvements except in accordance with the terms of this Section or with Seller's express prior written consent.

(a) If Purchaser desires to conduct any sampling of the soil for purposes of geotechnical investigation of the Property, then the proposed scope of such sampling must be submitted to Seller for approval, which approval shall

not be unreasonably withheld, conditioned or delayed. Purchaser shall give Seller at least five (5) business days' advance written notice of Purchaser's proposed plan and/or proposal for such sampling, which is subject to Seller's reasonable review and approval. If Seller does not reject the proposed plan and/or proposal by notice to Purchaser within five (5) business days of receipt of the same, then Seller shall be deemed to have approved the proposed plan and/or proposal. If Seller rejects the proposed plan and/or proposal, Purchaser may either accept the Property "as is" or notify Seller in writing that Purchaser has elected to terminate the Contract (in which event the Earnest Money shall be disbursed to Purchaser and the parties shall have no further obligations hereunder except those provisions that expressly survive).

(b) With the exception of geotechnical investigation, any request to conduct testing or sampling must be based upon specific conditions, if any, that are identified as "recognized environmental conditions" in the Phase I environmental assessment of the Property. In the event that Purchaser's contractor recommends and/or Purchaser's lender requires any testing of the Property, Purchaser shall promptly notify Seller in writing of such request, including the particular test(s) that are requested and the area(s) of the Property which would be affected by such test(s). Within five (5) business days of receipt of such notification, Seller shall notify Purchaser whether Seller will allow Purchaser, or Purchaser's designated contractor, to conduct the requested testing activities, which authorization may be granted or withheld in Seller's sole discretion. If Seller elects not to allow testing, Purchaser may either accept the Property "as is" or notify Seller in writing that Purchaser has elected to terminate the Contract (in which event the Earnest Money shall be disbursed to Purchaser and the parties shall have no further obligations hereunder except those provisions that expressly survive). If Seller elects to allow such testing, Purchaser may obtain, at Purchaser's expense, the proposed test(s) within the Due Diligence Period.

(c) Upon written request, Purchaser shall promptly provide Seller with the results of the any inspection reports, assessments or tests, including copies of all written reports, analytical data, correspondence, notices or other written material.

In the event that Purchaser's inspection of the Property indicates that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, significant engineering and/or site development problems or requirements, or similar conditions which are unacceptable to Purchaser (regardless of whether such condition(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph 9 above. In no event shall Seller be required to cure any matter to which the Purchaser objects relating to the condition of the Property. Purchaser agrees not to

hinder or disturb the ongoing operations being conducted by Seller on the Property, and further agrees to repair and restore any physical damage caused by such inspections and return the Property to materially the condition it was in prior to such disturbance. Purchaser shall, to the extent allowed by law and subject to Section 768.28, Florida Statutes, indemnify, defend, and hold Seller harmless from and against any claim, cost, charge, or expense arising from or resulting from such inspections of the Property.

12. **REPORTS AND DOCUMENTS:**

Within ten (10) days after the Effective Date of this Contract, Seller will provide to Purchaser copies of all written reports in Seller's possession relating to the environmental condition of the Property; past and current notices of property tax bills; all plans, permits, maps, and approvals; any and all boundary surveys; and any existing title policy or commitment together with hard copies of any and all exceptions. Seller hereby acknowledges that the reports may have been prepared by third parties and are provided to Purchaser without representation or warranty of any kind, it being understood that Purchaser shall be solely responsible for conducting such inspections as it deems reasonably appropriate regarding the Property. .

13. **CONDITIONS TO CLOSING:**

Unless waived by Purchaser in writing, the obligation of Purchaser to close this transaction is expressly conditioned upon satisfaction of all of the following conditions by the date of Closing. If such conditions are not so met, Purchaser may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied. If Purchaser elects to terminate this Contract, all rights and liabilities under this Contract shall terminate except with respect to any intentionally false representation or intentional breach of warranty by Seller.

A. All representations and warranties of Seller as of the Effective Date, as contained in paragraph 7 above of this Contract, shall be and remain true and correct at Closing in all material respects.

B. There shall have been no loss or destruction of or damage to the Property which shall not have been repaired or restored by Seller prior to the date of Closing, and there shall have been no adverse change in the condition of the Property from the Effective Date to the date of closing, reasonable wear and tear excepted.

C. At Closing, Seller shall transfer good and marketable title to the Property free and clear of all liens and encumbrances of every kind, nature, and description, except for the Permitted Exceptions to Purchaser by means of the Special Warranty Deed, and shall grant the easement rights set forth in the Temporary Construction Easement.

D. Purchaser obtaining, at Purchaser's sole cost and expense, all necessary approvals and permits from applicable governing bodies and regulatory agencies to utilize the Property for Purchaser's intended purpose, including, but not limited to, a rezoning of the Property for Purchaser's intended use, and the final disposition of any and all appeal(s) that may be filed in connection with such approvals and permits by the applicable judicial or administrative body. Following the execution of this Contract, Purchaser shall file application(s) with the appropriate governmental agencies to approve the intended use of the Property. Seller agrees to cooperate with and assist Purchaser in filing and processing said application(s), including, but not limited to, the execution of the application form(s) and other required documents. Seller shall not be responsible for any monetary payments for fees associated with any rezoning or permitting process.

14. **DEFAULT:**

Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Purchaser fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, Purchaser shall at its option (a) waive the nonperformance and proceed with Closing or (b) have the remedy of specific performance of this Contract.

15. **AVAILABILITY OF FUNDING:**

The obligations of Purchaser under this Contract are subject to the availability of funds lawfully appropriated annually for its purposes for public transit by the Board of County Commissioners and/or the availability of funds through contract or grant programs. In the event that such funds are not appropriated or are terminated during the term of this Contract, Purchaser shall have the option of terminating this Contract and all covenants and obligations hereunder by providing thirty (30) days written notice to Seller. If Purchaser elects to terminate this Contract, all rights and liabilities of the Parties arising under this Contract shall terminate.

16. **MISCELLANEOUS:**

A. **Governing Law:**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

B. **Binding Effect:**

This Contract shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors, and assigns. The

covenants, warranties, representations, indemnities, and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession:

C. Entire Contract:

This Contract and the Exhibits hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and is intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Purchaser and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

D. Multiple Counterparts:

This Contract may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Seller and Purchaser shall bind Seller and Purchaser as if they had each executed the same counterpart.

E. Severability:

If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

F. Survivability:

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to termination.

G. Headings:

The headings used in this Contract are for convenience only and are not intended to imply or restrict application.

H. Authorization:

Each party represents to the other that such party has authority under all applicable laws to enter into a contract containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each party are authorized and empowered to execute said Contract.

I. No Waiver:

No action taken pursuant to this Contract, including any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein.

J. Notice:

Any and all notices, demands, consents, approvals, or other communication which is required or may be given under this Contract shall be in writing and shall be deemed to have been duly given if transmitted by hand delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested, and first class postage prepaid, to the following addresses:

If to Purchaser: Manatee County, Florida
Property Management Department
Attention: Director
Post Office Box 1000
Bradenton, FL 34206

Copy to: Manatee County Attorney's Office
Attention: County Attorney
Post Office Box 1000
Bradenton, FL 34206

If to Seller: Oshkosh Corporation
c/o Pierce Manufacturing, Inc.
Attn: Gary Stalter, Director of Finance, Florida Division
1512 38th Avenue East
Bradenton, Florida 34208

Copy to: Oshkosh Corporation
Attn: General Counsel
2307 Oregon Street
P.O. Box 2566
Oshkosh, WI 54903-4228

Or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph 16(J). Notices sent (a) via hand delivery shall be deemed delivered when received; (b) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (c) via certified mail shall be deemed delivered on the date of receipt.

K. Radon Gas:

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

L. Assignment:

This Contract and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party.

M. Time of the Essence:

Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days.

N. Addendum:

Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Contract.

17. **SPECIAL PROVISIONS:**

A. The Property shall be vacant, and all personal items including, but not limited to, all tires, oil and paint cans, equipment, petroleum products, automotive parts and accessories, batteries, chemicals, pesticides, fluorescent lighting, and other personal property and/or hazardous waste materials including any and all aboveground and underground storage tanks known to Seller must be removed and properly disposed of by the Seller prior to Closing.

B. A walk-through of the Property will be scheduled prior to Closing to assure contract compliance.

C. As consideration for the transfer of the Property, Purchaser agrees to be solely responsible for the engineering, design and construction of a storm water drainage system and related facilities (including without limitation payment for engineering costs associated with the stormwater system, cost for any drainage structure and connection, and future maintenance of said system) to capture, discharge and drain current and future surface, storm and other water runoff from the Parent Parcel, as per the 44th Avenue East Roadway Project Construction Plans.

D. As additional consideration for the transfer of the Property, Purchaser shall pay Seller for the relocation of a metal awning structure in the amount of SEVENTY-SIX THOUSAND and 00/100 DOLLARS (\$76,000.00). In addition, Purchaser will provide a new replacement fence of similar size and material (to be acceptable to Seller in its commercially reasonable discretion) that currently exists along the rear of the Parent Parcel which will be the new 44th Avenue East frontage.

E. Seller agrees to provide Purchaser with a Special Warranty Deed for the Property (containing approximately 142,707 square feet (1.81 acres)) in the form attached hereto as Exhibit "B" and a Temporary Construction Easement for temporary use of approximately 216 square feet of the Parent Parcel, which easement shall be in the form attached hereto as Exhibit "D."

F. No structure or other improvement will be installed or constructed on, in or about the Easement Area without written permission of Seller.

G. Work shall be performed by Purchaser in, on or about the Easement Area in such a manner that the Easement Area including existing improvements will be left in same or like condition as existed on the date such easement was granted to Purchaser. All costs associated with the project involving the use of the Easement Area are the responsibility of Purchaser and it is agreed that Purchaser, subject to the limitations of FS. § 768.28, will indemnify the Seller for any loss or damage resulting from Purchaser exercising its rights to use the Easement Area, as set forth in more detail in the Temporary Construction Easement.

H. There will be no impact to the Oshkosh Corporation current allowable building size limitations due to acquisition pursuant to Manatee County Ordinance 06-17, Section 2(F). Nonconformities Resulting From Exercise of Power of Eminent Domain.

I. SIGNATURE TITLE COMPANY shall serve as the Escrow Agent, Title Agent, and Closing Agent. Monies held by Escrow Agent under this Agreement, if any, shall be placed in a non-interest bearing account and funds disbursed in accordance with this Contract.

J. A check in the amount of **SEVENTY-SIX THOUSAND and 00/100 DOLLARS (\$76,000.00)** is to be made payable by Purchaser to SIGNATURE TITLE COMPANY for disbursement in accordance with this Contract.

K. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue the check made payable to SIGNATURE TITLE COMPANY for the disbursement of checks at the time of Closing.

L. This sale and purchase is made under threat of and in lieu of eminent domain proceedings.

M. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners. Seller shall sign this Contract and Addendum and deliver to Purchaser a copy with all exhibits or schedules referenced herein and therein attached which upon execution by the Seller shall be presented to the Board of County Commissioners at the next regularly scheduled meeting of the Board. Purchaser shall promptly notify Seller of approval. If, for any reason, the Board of County Commissioners does not approve this Contract and Addendum, Purchaser shall promptly notify Seller accordingly and this Contract shall be null and void and without further effect.

N. This Contract constitutes the entire agreement between the parties and there are no other understandings, oral or written, relating to the sale and purchase of the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Contract and Exhibits hereto, which alone fully and completely express their agreement, and that this Contract has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the Exhibits annexed hereto.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto duly executed this Contract for Sale and Purchase for a Special Warranty Deed and Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Kerry Dereszynski
Witness

KERRY DERESZYNSKI
Printed Name

Jana Heft
Witness

JANA HEFT
Printed Name

SELLER:

OSHKOSH CORPORATION, a foreign
corporation

By: [Signature]
Authorized Officer EXECUTIVE VICE
JAMES W. JOHNSON, PRESIDENT
Printed Name & Title

ATTEST: [Signature]
Authorized Officer
Lori R. Mackey
Printed Name Assistant Secretary

(CORPORATE SEAL)

APPROVED on behalf of Manatee County, Florida, this ____ day of _____, 2013.

PURCHASER:

MANATEE COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTIONS OF THE PROPERTY

See Attached.



ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS
EB 0027475 LB 0009982 LC 0000365

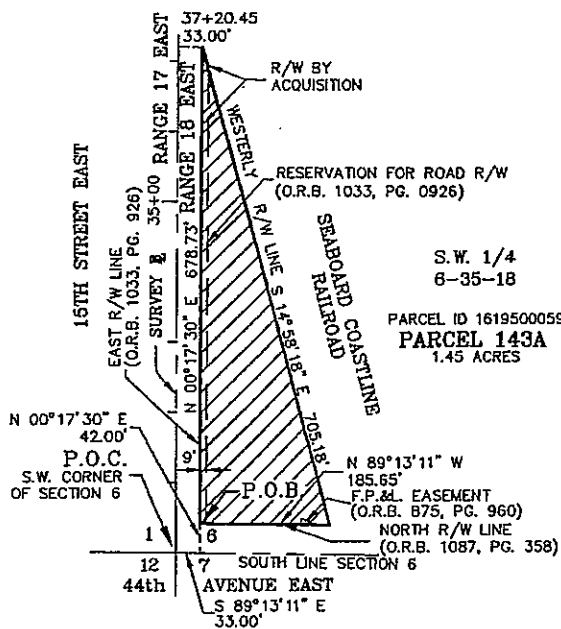
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 748-8080
FAX (941) 478-3747

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 89°13'11" E, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET; THENCE N 00°17'30" E, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE N 00°17'30" E, ALONG THE EAST RIGHT OF WAY LINE OF 15TH STREET EAST, A DISTANCE OF 678.73 FEET; THENCE S 14°58'18" E, ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD A DISTANCE OF 705.18 FEET; THENCE N 89°13'11" W, ALONG THE NORTH RIGHT OF WAY LINE OF 44TH AVENUE EAST, A DISTANCE OF 185.65 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING: 1.45 ACRES, MORE OR LESS.



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- F.P.&L. FLORIDA POWER AND LIGHT
- No. NUMBER
- B BASELINE
- SITE

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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**PARCEL # 143A
RIGHT OF WAY
44th AVENUE EAST
LOCATED IN**

**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA**

NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY:
JAMES N. HATCH, P.S.M.
FLORIDA LICENSE NO. LS 4295
DATE OF CERTIFICATION: 10/18/10

**FEE ACQUISITION
PARCEL # 143A
PROJECT No. 6045661**



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ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS
EB 0027476 LB 006942 LC 000365

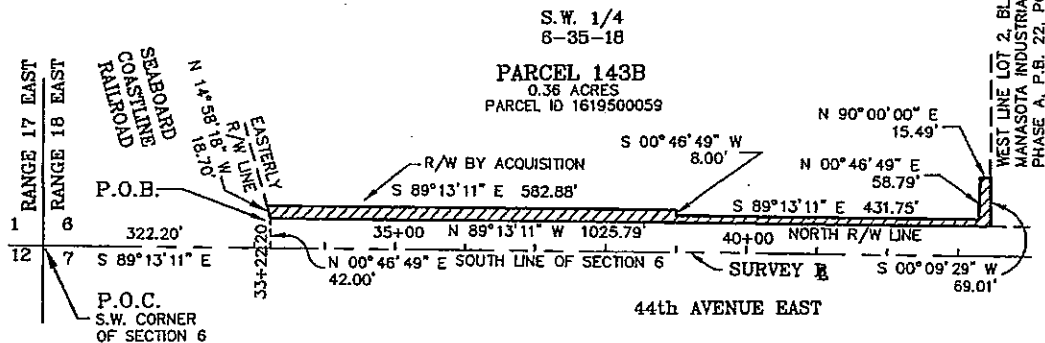
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 748-8080
FAX (941) 478-3747

DESCRIPTION:

A PARCEL OF LAND LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S 89°13'11" E, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 322.20 FEET; THENCE N 00°46'49" E, A DISTANCE OF 42.00 FEET FOR A POINT OF BEGINNING; THENCE N 14°58'18" W, ALONG THE EASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD, A DISTANCE OF 18.70 FEET; THENCE S 89°13'11" E, A DISTANCE OF 582.88 FEET; THENCE S 00°46'49" W, A DISTANCE OF 8.00 FEET; THENCE S 89°13'11" E, A DISTANCE OF 431.75 FEET; THENCE N 00°46'49" E, A DISTANCE OF 58.79 FEET; THENCE N 90°00'00" E, A DISTANCE OF 15.49 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 2, BLOCK B OF MANASOTA INDUSTRIAL PARK, PHASE A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°09'29" W, ALONG SAID WEST LINE, A DISTANCE OF 69.01 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 44th AVENUE EAST; THENCE N 89°13'11" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1025.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.36 ACRES, MORE OR LESS.



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- P.B. PLAT BOOK
- PG. PAGE
- No. NUMBER
- B BASELINE
- SITE

REVISED 09/12/12 bernie
REVISED 01/23/12 bernie

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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FEE ACQUISITION
PARCEL # 143B
PROJECT No. 6045661

PARCEL # 143B
RIGHT OF WAY
44th AVENUE EAST
LOCATED IN
SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL REQUIREMENTS" FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 334, F.S., 050, FLORIDA ADMINISTRATIVE CODE.

BY:
JAMES N. GATCH, P.E., S.F.S.M.
FLORIDA CERTIFICATE NO. LS 4295
DATE OF CERTIFICATION: 9/12/12

EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

See Attached.

This instrument prepared by:
Joaquin Servia, Manager, Property Acquisition
Property Management Department
P.O. Box 1000
Bradenton, Florida 34206
Parcel #143A/B / ID#1619500059

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the _____ day of _____ A.D. 2013, by **OSHKOSH CORPORATION, a foreign corporation**, and having its principal place of business at **1512 38th Avenue East, Bradenton, Florida 34208**, hereinafter called the "Grantor," to **MANATEE COUNTY, a political subdivision of the State of Florida**, whose post office address is **Post Office Box 1000, Bradenton, Florida 34206**, hereinafter called the "Grantee":

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situate in Manatee County, State of Florida, viz:

[See legal descriptions set forth on Exhibit "A" attached hereto.]

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but against none other, and subject to: municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the property, building and use restrictions and covenants, and State and/or Federal statutes and regulations, recorded easements for the distribution of utility and municipal services, and those matters set forth on ***Exhibit "B"*** attached hereto.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in the presence of:

OSHKOSH CORPORATION, a foreign corporation

Witness Signature

BY: _____
Authorized Officer Signature

Printed Name

Printed Name

Witness Signature

ATTEST: _____
Authorized Officer Signature

Printed Name

Printed Name

(Signature of two witnesses or Secretary required by law.)

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ (name and title of agent) of **OSHKOSH CORPORATION, a foreign corporation**, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

EXHIBIT "A"

LEGAL DESCRIPTIONS OF THE PROPERTY

See Attached.

EXHIBIT "B"

Real estate taxes and special assessment for 2013 and subsequent years.

Easements in favor of Florida Power & Light Company recorded in Official Record Book 655, Page 186, Official Record Book 875, Page 960, Official Record Book 924, Page 1291, Official Record Book 1044, Page 840, Official Record Book 1046, Page 522, Official Record Book 1057, Page 1862, and Official Record Book 1071, Page 1130, Public Records of Manatee County, Florida .

9127856_2

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT AREA

See Attached.



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ES 002747S LS 000692Z LC 000236S

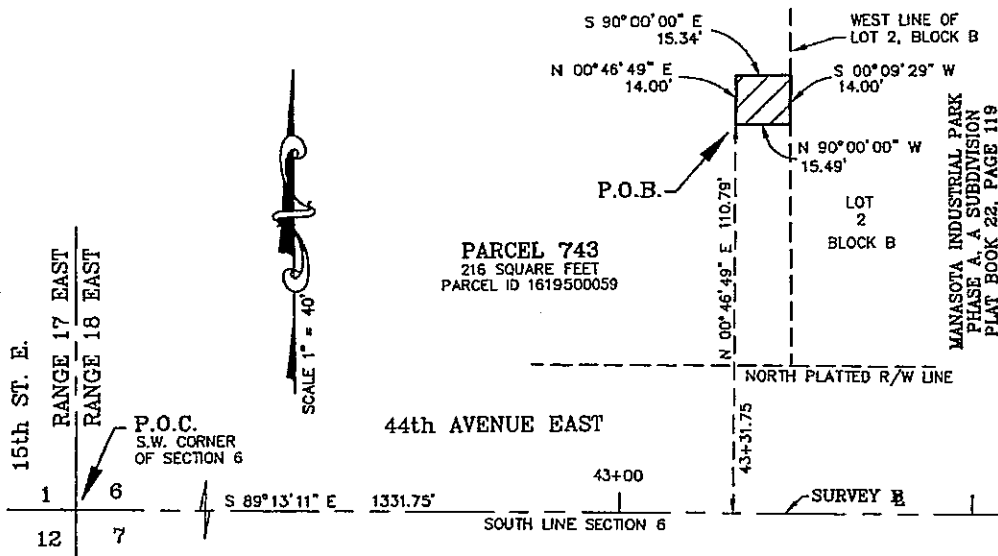
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 748-8080
FAX (941) 478-3747

DESCRIPTION

A PARCEL OF LAND LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE S 89°13'11" E, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1331.75 FEET; THENCE N 00°46'49" E, A DISTANCE OF 110.79 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE, N 00°46'49" E, A DISTANCE OF 14.00 FEET; THENCE S 90°00'00" E, A DISTANCE OF 15.34 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 2, BLOCK B OF MANASOTA INDUSTRIAL PARK, PHASE A, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°09'29" W, ALONG SAID WEST LINE, A DISTANCE OF 14.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 15.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 216 SQUARE FEET, MORE OR LESS.



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ST. STREET
- ID IDENTIFICATION
- No. NUMBER
- g BASELINE
- SITE

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH OF SECTION 6 TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
 2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.
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PARCEL # 743
TEMPORARY CONSTRUCTION EASEMENT
44th AVENUE EAST
LOCATED IN
SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER "S.J.-173.050, FLORIDA ADMINISTRATIVE CODE.

BY:
JAMES R. GATCH, JR., P.E., S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION: 10/8/12

TEMPORARY
CONSTRUCTION EASEMENT
PARCEL # 743
3 YEAR TERM LIMIT

EXHIBIT "D"

FORM OF TEMPORARY CONSTRUCTION EASEMENT

See Attached.

This instrument prepared by:
Joaquin Servia, Manager, Property Acquisition
Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34206

PARCEL #743
ID # 161500059

=====

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the benefits accruing to **OSHKOSH CORPORATION, a foreign corporation**, whose address **1512 38th Avenue East, Bradenton, Florida 34208**, hereinafter called the "Grantor," does hereby give, grant, bargain, and release to **MANATEE COUNTY, a political subdivision of the State of Florida**, with its mailing address being **Post Office Box 1000, Bradenton, Florida 34206**, a Temporary Construction Easement to enter upon that portion of the Owner's land, said portion described as follows:

[See legal description identified as Exhibit "A" attached hereto.]

for the purpose of constructing the adjacent improvements and tying in and harmonizing said property and any existing improvements, including earth-moving/excavation activities and storage of construction materials or dirt/debris, thereon with the construction to be undertaken by Manatee County.

This Easement is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above and that all grading and/or sloping shall conform to all existing improvements on Grantor's property and all work shall be performed in such a manner that existing improvements will be left in same or like condition.

This Easement shall terminate upon the earlier of (a) the completion of the construction activities or (b) three (3) years from the effective date, which is defined herein as the date of acceptance by the Manatee Board of County Commissioners. Grantee shall return the Easement Area to substantially the same condition in which the Easement Area was in on the Effective Date of this Easement, including without limitation, performing any appropriate grading, re-seeding and landscaping activities, and restoration of any existing utilities or other improvements that may be damaged by the Grantee's construction activities in, on, or about the Easement Area.

To the extent permitted by Florida Statutes § 768.28, Grantee shall indemnify, defend, and hold harmless Grantor, its representatives, agents, employees, contractors, and invitees from and against any and all losses, costs (including reasonable attorney's fees), liabilities, and claims for injuries, deaths, or damages to persons or property on or about the Easement Area by reason of the acts or omissions of Grantee or its contractors, subcontractors, representatives, agents, employees, or invitees. Grantee shall require all contractors and sub-contractors to carry for the duration of the Term of this Easement the following insurance coverages: (a) workmen's compensation and employers' liability – statutory amounts, (b) commercial general liability with a combined single limit of not less than \$1 million in the event of injury, death, or property damage, and (c) automobile liability of not less than \$1 million per occurrence. Grantor shall be named as an additional insured on the coverages required under (b) and (c) above.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in the presence of: **OSHKOSH CORPORATION, a foreign corporation**

Witness Signature

Printed Name

Witness Signature

Printed Name

(Signature of two witnesses or Secretary required by law.)

BY: _____
Authorized Officer Signature

Printed Name

ATTEST: _____
Authorized Officer Signature

Printed Name

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ (name and title of agent) of **OSHKOSH CORPORATION, a foreign corporation**, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

APPROVED on behalf of Manatee County, Florida, this _____ day of _____, 2013.

MANATEE COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: _____
Chairman

By: _____
Deputy Clerk